

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:

GLORIA JEANE HAULING &
HWY REHAB, INC.

Debtor,

No. 10-13507

APPLICATION TO HIRE LARRY B.
FEINSTEIN AS ATTORNEY FOR DEBTOR
NUNC PRO TUNC

GLORIA JEAN HAULING & HWY REHAB, INC, the debtor in this Chapter 11 case ("Debtor"), applies to the Court for an order approving the employment of Larry B. Feinstein as Chapter 11 counsel for Debtor. Debtor makes this application under Section 327 of the United States Bankruptcy Code (the "Code), and Fed. R. Bankr. P. 2014. In support of the application, Debtor states as follows:

1. Debtor filed a Chapter 11 petition on March 30, 2010.
2. The Debtor is a debtor under Sections 1107(a) and 1108(b) of the Code.
3. Debtor retained Larry B Feinstein nunc pro tunc back to the original filing date to advise it regarding the possibility of filing a Chapter 11 petition. Debtor now wishes to employ Larry B Feinstein for the execution of its Chapter 11 case. Debtor has been informed that Larry B Feinstein, the primary attorney involved in this case, is admitted to practice before this Court and has read the Local Bankruptcy Rule 2016.
4. The services to be performed by Larry B Feinstein are necessary in order

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NUNC PRO TUNC-1

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1 for Debtor to perform its duties as debtor. Subject to the control of, and
2 further order of the Court, Larry B Feinstein will render the following
3 services to Debtor:
4

5 a. To take all actions necessary to protect and preserve Debtor's
6 bankruptcy estate, including the prosecution of actions on Debtor's
7 behalf. To undertake, in conjunction as appropriate with special
8 litigation counsel, the defense of any action commenced against
9 Debtor, negotiations concerning litigation in which Debtor is
10 involved, objections to claims filed against Debtor in this bankruptcy
11 case, and the compromise or settlement of claims.
12

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14 b. To prepare the necessary applications, motions, memoranda,
15 responses, complaints, answers, orders, notices, reports and other
16 papers required from Debtor as debtor-in-possession in connection
17 with administration of this case.
18

19
20 c. To negotiate with creditors concerning a Chapter 11 plan, to prepare
21 a Chapter 11 plan and disclosure statement and related documents,
22 and to take the steps necessary to confirm and implement the
23 proposed plan of liquidation.
24

25 d. To provide such other legal advice or services as may be required in
26 connection with the Chapter 11 case.
27

28 5. Debtor has selected Larry B Feinstein for the following reasons:

- 1 a. Larry B Feinstein has substantial experience and expertise in the
2 field of debtors' and creditors' rights, insolvency law and
3 bankruptcy.
4
5 b. Larry B Feinstein has the resources necessary for the quick and
6 efficient prosecution of this case.
7
8 c. Debtor has confidence in Larry B Feinstein and believes that Larry B
9 Feinstein is well qualified to represent it and this bankruptcy estate
10 in this Chapter 11 case.
11
12 6. In accordance with the signed Engagement letter attached and/or available
13 for review, Debtor has agreed to compensate Larry B Feinstein on the basis
14 of his ordinary hourly rates of \$375/hr., and that Mr. Feinstein may use
15 contract attorneys that he has had regular association with to assist in
16 preparation of legal pleadings, motions, and hearings as may be required in
17 a case¹, with reasonable fees to be paid on the basis of criteria set forth in
18 the Washington Rules of Professional Conduct, including time spent, skill
19 needed to perform legal services properly, preclusion of other employment,
20 fees customarily charged, the amount involved and the results obtained, and
21 the experience, reputation and ability of counsel. In addition, before
22
23
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27 ¹At the present time, Mr. Feinstein employs on a contract basis, Elena Garella (\$275/hr.), John
28 Hoglund (\$250/hr.), and Chad Smithson (\$225/hr.). These attorneys do not share in Mr. Feinstein's fees,
are not paid by the client, and are paid solely as contract attorneys to the firm on an hourly basis each
month for legal services provided to the firm.

1 services are performed by any contract attorney(s), any said attorney(s) will
2 file with the court an appropriate Declaration of No Conflict under FRBP
3 2014(a).
4

5 7. Larry B Feinstein had been paid during the one year period prior to filing
6 fees and costs of \$3,500 for pre-petition legal services, preparing this
7 Chapter 11, filing the case, and other pre-filing legal services, and has
8 received in Trust an initial retainer of \$12,500 deposited by the members of
9 the debtor, which retainer for these proceedings is in Trust. The filing fee
10 has been paid to Mr. Feinstein to disburse \$1,039.00 to their ECF credit
11 card for the Chapter 11 filing fee.
12

13 8. To the best of the Debtor's knowledge, Larry B Feinstein does not have any
14 connection with Debtor, its creditors, any party in interest, or his respective
15 attorneys or accountants.
16

17 WHEREFORE, for the reasons stated in this application, Debtor requests that the
18 Court enter an order authorizing him to employ Larry B Feinstein to represent Debtor in
19 this Chapter 11 case nunc pro tunc to the date of the Chapter 11 filing.
20

21 DATED this 27th day of April, 2010.

22 /s/ Larry B. Feinstein

23 _____
24 Larry B. Feinstein WSBA # 6074
25 Attorney for Debtor

26 /s/ Gloria Jeane Tonsgard

27 Debtor: _____
28 Gloria Jeane Hauling & Hwy Rehab, Inc.